

**UNITED STATES DISTRICT COURT
DISTRICT NEW JERSEY
NEWARK DIVISION**

**ALBERTO RIVERA and MANSOUR
CHERIF,**

Plaintiffs,

v.

**EZ LIMOUSINE LLC and ALEKSANDR
MATLS, individually,**

Defendants.

**CIVIL ACTION NO.:
2:17-cv-01483-MCA-LDW**

ANSWER TO AMENDED COMPLAINT

Defendants, EZ Limousine LLC and Aleksandr Malts (mistakenly referred to as “Matls” in the Complaint) (collectively “Defendants”), by and through its undersigned attorneys, and by way of Answer to Plaintiffs Alberto Rivera and Mansour Cherif (collectively “Plaintiffs”) Complaint, states as follows:

PRELIMINARY STATEMENT

1. The allegations contained in Paragraph 1 of the First Amended Complaint are admitted.
2. This paragraph contains legal conclusions to which no answer need be given.
3. The allegations contained in Paragraph 3 of the First Amended Complaint are denied.
4. The allegations contained in Paragraph 4 of the First Amended Complaint are denied.

JURISDICTION AND VENUE

5. The allegations contained in Paragraph 5 of the First Amended Complaint are denied.

6. The allegations contained in Paragraph 6 of the First Amended Complaint are denied.

7. The allegations contained in Paragraph 7 of the First Amended Complaint are denied.

PARTIES

8. Defendants lack sufficient information to either admit or deny the allegations contained in Paragraph 8 of the First Amended Complaint.

9. Defendants lack sufficient information to either admit or deny the allegations contained in Paragraph 9 of the First Amended Complaint.

10. The allegations contained in Paragraph 10 of the First Amended Complaint are admitted.

11. The allegations contained in Paragraph 11 of the First Amended Complaint are admitted.

STATEMENT OF FACTS

I. Facts Common to Both Plaintiffs

12. Defendants admit that Plaintiffs performed chauffeuring services for Defendants' clients, but otherwise denied.

13. The allegations contained in Paragraph 13 of the First Amended Complaint are admitted.

14. The allegations contained in Paragraph 14 of the First Amended Complaint are admitted.

15. The allegations contained in Paragraph 15 of the First Amended Complaint are admitted.

16. CHECK WITH CLIENT

17. Defendants lack sufficient information to either admit or deny the allegations contained in Paragraph 17 of the First Amended Complaint.

18. The allegations contained in Paragraph 18 of the First Amended Complaint are admitted.

19. The allegations contained in Paragraph 19 of the First Amended Complaint are admitted.

20. The allegations contained in Paragraph 20 of the First Amended Complaint are admitted.

21. Defendants admit that Plaintiffs received assignments to pick up clients after being notified by Defendants, but otherwise denied.

22. The allegations contained in Paragraph 22 of the First Amended Complaint are admitted.

23. The allegations contained in Paragraph 23 of the First Amended Complaint are denied.

24. The allegations contained in Paragraph 24 of the First Amended Complaint are denied.

25. The allegations contained in Paragraph 25 of the First Amended Complaint are admitted.

26. The allegations contained in Paragraph 26 of the First Amended Complaint contain a legal conclusion to which no answer need be given by the Defendants. To the extent that an answer is needed, the allegations are denied.

27. The allegations contained in Paragraph 27 of the First Amended Complaint are denied.

28. The allegations contained in Paragraph 28 of the First Amended Complaint are admitted.

29. The allegations contained in Paragraph 29 of the First Amended Complaint are admitted.

30. The allegations contained in Paragraph 30 of the First Amended Complaint are denied.

31. The allegations contained in Paragraph 31 of the First Amended Complaint are denied

II. Plaintiff Rivera

32. The allegations contained in Paragraph 32 of the First Amended Complaint are admitted.

33. Defendants admit that Mr. Rivera was paid a fee of \$1,000 per week, but otherwise denied.

34. The allegations contained in Paragraph 34 of the First Amended Complaint are denied.

35. The allegations contained in Paragraph 35 of the First Amended Complaint are denied.

36. The allegations contained in Paragraph 36 of the First Amended Complaint are denied.

- a. Admitted.
- b. Admitted.
- c. Denied.
- d. Denied.
- e. Denied.

37. The allegations contained in Paragraph 37 of the First Amended Complaint are denied.

III. Plaintiff Cherif

38. The allegations contained in Paragraph 38 of the First Amended Complaint are admitted.

39. Defendants admit that Mr. Cherif provided services for EZ Limousine during the time period identified.

40. The allegations contained in Paragraph 41 of the First Amended Complaint are admitted.

41. The allegations contained in Paragraph 41 of the First Amended Complaint are admitted.

42. The allegations contained in Paragraph 42 (a-i) of the First Amended Complaint are denied.

43. The allegations contained in Paragraph 43 (a-m) of the First Amended Complaint are denied

44. The allegations contained in Paragraph 44 of the First Amended Complaint are denied.

IV. Gratuity Claims

45. The allegations contained in Paragraph 45 of the First Amended Complaint are denied.

46. The allegations contained in Paragraph 46 of the First Amended Complaint are denied.

47. The allegations contained in Paragraph 47 of the First Amended Complaint are denied

48. The allegations contained in Paragraph 48 of the First Amended Complaint are denied.

49. The allegations contained in Paragraph 49 of the First Amended Complaint are denied

50. The allegations contained in Paragraph 50 of the First Amended Complaint are denied.

V. Record-Keeping Claims

51. The allegations contained in Paragraph 51 of the First Amended Complaint are denied.

CAUSES OF ACTION
FIRST CAUSE OF ACTION
Unpaid Overtime in Violation of the FLSA

52. Defendants repeat and reallege its responses to Paragraphs 1 through 51 as if fully set forth herein.

53. The allegations contained in Paragraph 53 of the First Amended Complaint are a legal conclusion to which no answer need be given by Defendants.

54. The allegations contained in Paragraph 54 of the First Amended Complaint are a legal conclusion to which no answer need be given by Defendants.

55. The allegations contained in Paragraph 55 of the First Amended Complaint are denied.

56. The allegations contained in Paragraph 56 of the First Amended Complaint are denied.

SECOND CAUSE OF ACTION
Failure to Maintain and report Records in Violation of the NJWPL

57. Defendants repeat and reallege its responses to Paragraphs 1 through 56 as if fully set forth herein.

58. The allegations contained in Paragraph 58 of the First Amended Complaint are a legal conclusion to which no answer need be given by the Defendants.

59. The allegations contained in Paragraph 59 of the First Amended Complaint are denied.

60. The allegations contained in Paragraph 60 of the First Amended Complaint are denied.

THIRD CAUSE OF ACTION
***Quantum Meruit* in Violation of the New Jersey State Common Law**

61. Defendants repeat and reallege its responses to Paragraphs 1 through 60 as if fully set forth herein.

62. The allegations in Paragraph 62 of the First Amended Complaint contain a legal conclusion to which no answer need be given by the Defendants.

63. Defendants can neither admit nor deny the allegations contained in Paragraph 63 of the First Amended Complaint since it is unclear what the term “accepted” Plaintiffs’ services means.

64. Defendants can neither admit nor deny about Plaintiffs’ expectations.

65. The allegations contained in Paragraph 65 of the First Amended Complaint are denied.

66. The allegations contained in Paragraph 66 of the First Amended Complaint are denied.

67. The allegations contained in Paragraph 67 of the First Amended Complaint are denied.

FOURTH CAUSE OF ACTION
Unjust Enrichment in Violation of the New Jersey State Common Law

68. Defendants repeat and reallege its responses to Paragraphs 1 through 67 as if fully set forth herein.

69. The allegations contained in Paragraph 69 of the First Amended Complaint are denied.

70. The allegations contained in Paragraph 70 of the First Amended Complaint are denied.

71. The allegations contained in Paragraph 71 of the First Amended Complaint are denied.

72. The allegations contained in Paragraph 72 of the First Amended Complaint are denied.

73. The allegations contained in Paragraph 72 of the First Amended Complaint are denied.

WHEREFORE, Defendants request judgment dismissing the First Amended Complaint with prejudice, together with its attorney's fees, costs of suit and such other relief as the Court deems appropriate.

SEPARATE AFFIRMATIVE DEFENSES

First Separate Affirmative Defense

The First Amended Complaint fails to set forth a cause of action for which relief can be granted.

Second Separate Affirmative Defense

Plaintiffs' claims are barred due to lack of standing.

Third Separate Affirmative Defense

Plaintiffs' claims are barred by the common law doctrines of ratification and estoppel.

Fourth Separate Affirmative Defense

Plaintiffs' claims are barred by applicable Statutes of Limitation.

Dated: May 4, 2017

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

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*Attorneys for Defendants,
EZ Limousine LLC and Aleksandr Malts*

CERTIFICATION OF SERVICE

I hereby certify that on this ____ day of May, 2017, I caused the foregoing Answer and Affirmative Defenses to be filed with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to:

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/s/ John E. MacDonald
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